

United States Leasing Corporation



633 Battery Street
San Francisco, California 94111
415/445-7400

RECEIVED

DEC 29 1 30 PM '77
December 20, 1977
CERTIFICATION UNIT

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

RECORDATION NO. 8403-4 Filed & Recorded

DEC 29 1977 - 1 35 PM

Dear Sir:

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation under the provisions of Section 20c of the Interstate Commerce Act and the regulations promulgated thereunder, as amended, are the original and two counterparts of a Schedule which is a supplement to a Lease dated as of April 16, 1976, which Lease was recorded under the provisions of such Section on July 7, 1976 and bears recordation Number 8403.

A general description of the railroad equipment covered by the enclosed document is, as follows:

15 70 Ton Hopper Cars with 21" steel extensions for coke service:

WPSX 27701, 27702, 27703, 27704, 27705, 27706,
27707, 27708, 27709, 27710, 27711, 27712,
27713, 27714, 27715

The names and addresses of the parties to the enclosed document are:

Lessor: United States Leasing Corporation
633 Battery Street
San Francisco, California 94111

Lessee: Wheeling-Pittsburgh Steel Corporation
Four Gateway Center
Post Office Box 118
Pittsburgh, Pennsylvania

The undersigned is an executive officer of the Lessor mentioned in the enclosed document and has knowledge of the matters set forth therein.

United States Leasing Corporation
633 Battery Street - San Francisco, California 94111

Interstate Commerce Commission
December 20, 1977
Page Two

Please return the original of the enclosed Schedule to David C. Duxbury, Esq., United States Leasing Corporation, 633 Battery Street, San Francisco, California 94111, or to the bearer hereof.

Also enclosed is a remittance in the amount of \$10.00 covering the required recording fee.

Very truly yours,

UNITED STATES LEASING
CORPORATION

By 
Its Vice President

Interstate Commerce Commission
Washington, D.C. 20423

12/29/77

OFFICE OF THE SECRETARY

David C. Duxbury, Esq.
United States Leasing Corp.
633 Battery Street
San Francisco, Calif. 94111

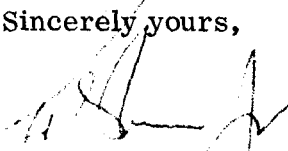
Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on 12/29/77 at 1:35pm ,

and assigned recordation number(s) 8403-II

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

CONFORMED COPY
SCHEDULE

Schedule No...9...-014314.....

A. EQUIPMENT LEASED:

See Exhibit "A" attached hereto and incorporated herein by reference.

RECORDATION NO. 8403-H
DEC 29 1977-1 25 PM
Filed & Recorded

INTERSTATE COMMERCE COMMISSION

B. TERM: Unless sooner terminated as set forth in the lease, the term of this lease respecting each item of equipment listed on this schedule expires on November 30, 1980

C. RENT: As rent for said equipment, lessee shall pay lessor the sum of \$ 80,660.52
Except as otherwise provided in the lease or in this schedule said rent shall be payable in installments, commencing on November 30, 1977 as follows:

Two Thousand Two Hundred Forty and 57/100 Dollars (\$2,240.57) per month, in advance, until rent is paid.

Unless sooner paid, all said rent shall be payable in any event on or before the expiration or sooner termination of this lease.

D. LOCATION: The above described equipment shall be located at Steubenville, Ohio and shall not be removed therefrom without the prior written consent of lessor.

E. DEPOSIT: \$ None, pursuant to paragraph 16 of the lease of which this schedule is a part.

F. RENEWAL OPTION: Lessee may renew the lease of which this schedule is a part, on a year-to-year basis, upon expiration of original term thereof, at a rental of Fair Market Rental per year, and otherwise upon the same terms and conditions of the said lease. Said option may be exercised by lessor xxxxxx notice to that effect to lessor not less than thirty (30) days before the expiration of the term of said lease. Said annual rent shall be payable in advance. Further conditions of said option are set forth on Exhibit "A" hereto.

G. STIPULATED LOSS VALUE: Amount to be paid pursuant to paragraph 9 of said lease for each unit lost, stolen, destroyed or damaged beyond repair during each year of the term thereof:

1st Yr. \$ 73,500.00 2nd Yr. \$ 65,980.95 3rd Yr. \$ 40,983.60 4th Yr. \$ 14,700.00

H. SPECIAL CONDITIONS:

Appropriation 17-176-240-063

APPROVED AND AGREED TO this 15th day of November, 1977, as a schedule to that certain lease dated the 16th day of April, 1976, by and between the parties hereto, and made a part hereof.

UNITED STATES LEASING CORPORATION

WHEELING-PITTSBURGH STEEL CORPORATION

By Title ASST. TREASURER

By Title J. S. Howard
Vice President - Finance

By Title Vice President
Lessor

By Title
Lessee

633 Battery Street, San Francisco, California 94111

Address

EXHIBIT A TO SCHEDULE NO. 9 - 014314

Lessee:

Wheeling-Pittsburgh Steel Corporation

(A) As set forth in the Lease and the Schedule Lessee shall have the right to renew the Lease as to all but not less than all of the Equipment then leased thereunder at the expiration of the original term or a renewal term, at a renewal rent equal to the "Fair Market Rental" (as defined hereinafter). The term of each renewal shall be for one (1) year from the date of expiration of the original term or a renewal term. Lessee shall give Lessor written notice ninety (90) days prior to the end of the original term or a renewal term, as appropriate, of its election to exercise the renewal option provided for in the Lease, the Schedule and this Exhibit. Payment of said Fair Market Rental shall be made annually in advance at the place of payment specified in Section 3 of the Lease.

(B) The "Fair Market Rental" shall be an amount mutually agreed upon by Lessor and Lessee; provided that if Lessor and Lessee are unable to agree upon the Fair Market Rental of any Item of Equipment within thirty (30) days after receipt by Lessor of the notice of Lessee's election to exercise the renewal option, such Fair Market Rental shall be determined by an appraiser selected by mutual agreement of Lessor and Lessee. If Lessor and Lessee are not able to agree upon an appraiser, or if the Fair Market Rental is not so determined within sixty (60) days after receipt by Lessor of Lessee's election to renew, the same shall be determined by American Appraisal Company or any successor thereto. Any costs of such appraisal shall be borne by Lessee.

EQUIPMENT LEASED:

Description

15 Hopper Cars, 70 ton capacity numbered:

WPSX 27701
WPSX 27702
WPSX 27703
WPSX 27704
WPSX 27705
WPSX 27706
WPSX 27707
WPSX 27708
WPSX 27709
WPSX 27710
WPSX 27711
WPSX 27712
WPSX 27713
WPSX 27714
WPSX 27715

Cost: \$73,500.00

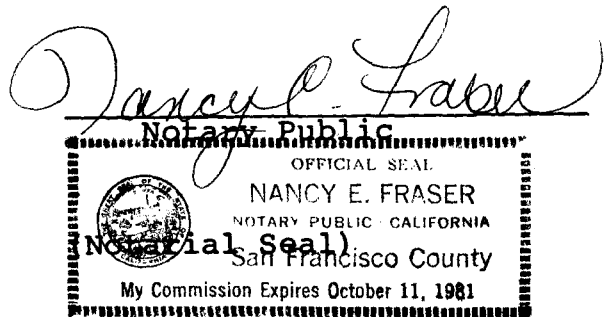
STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) ss

On this _____ day of _____, in the year 19____,
before me, NANCY E. FRASER, a Notary Public in and for
said county, personally appeared P. R. Ashby and G. O. Duval
_____, known to me to be the Assistant Treasurer and
Vice Pres. of the corporation which executed the within
instrument, and known to me to be the person(s) who executed
the within instrument on behalf of the corporation therein
named, and acknowledged to me that such corporation executed
the within instrument pursuant to its by-laws or a resolution
of its Board of Directors.

San Francisco, California

My commission expires:

My Commission Expires October 11, 1981



~~STATE OF CALIFORNIA~~
~~COUNTY OF SAN FRANCISCO~~
PENNSYLVANIA)
~~COUNTY OF SAN FRANCISCO~~) ss
ALLEGHENY

On this 21st day of November, in the year 1977,
before me, _____, a Notary Public in and for
said county, personally appeared J. S. Howard
_____, known to me to be the Vice President - Finance
_____ of the corporation which executed the within
instrument, and known to me to be the person(s) who executed
the within instrument on behalf of the corporation therein
named, and acknowledged to me that such corporation executed
the within instrument pursuant to its by-laws or a resolution
of its Board of Directors.

~~San Francisco, California~~
Pittsburgh, Pennsylvania

My commission expires:

SUSAN D. HIGHLEY, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MAR. 12, 1981

Susan D. Highley
Notary Public

(Notarial Seal)